

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RAMON VILLA, LUPE G. VILLA,
Plaintiffs,

v.

CHEVY CHASE BANK, F.S.B.,
Defendant.

CHEVY CHASE BANK, F.S.B.,
Cross-Claimant,

v.

KEVIN D. LANDRUS, dba
CALIFORNIA MORTGAGE
CONSULTANTS,
Cross-Defendant.

No. CV 08–5050 PA (RZx)

PROTECTIVE ORDER CONCERNING
CONFIDENTIAL INFORMATION

The Court orders that the discovery and use of proprietary and confidential information in this action shall be governed by the following procedures:

1. In connection with discovery proceedings in this action, the parties may designate any document, thing, material, testimony or other information derived therefrom, as “Confidential” under the terms of this Protective Order (hereinafter “Order”).

1 Confidential information is information which has not been made public and which concerns
2 or relates to trade secrets and other highly confidential commercial information, material
3 required to be kept confidential by state or federal law, or highly sensitive personal
4 information such as medical records.

5 2. By designating a document, thing, material, testimony or other information
6 derived therefrom as “Confidential” under the terms of this Order, the party making the
7 designation is certifying to the Court that there is a good faith basis in law and in fact for the
8 designation within the meaning of Federal Rule of Civil Procedure 26(g).

9 3. Confidential documents shall be so designated by stamping copies of the
10 document produced to a party with the legend “CONFIDENTIAL.” Stamping the legend
11 “CONFIDENTIAL” on the cover of any multipage documents shall designate all pages of
12 the document as confidential, unless otherwise indicated by the producing party.

13 4. Testimony taken at a deposition may be designated as confidential by making
14 a statement to that effect on the record at the deposition. Arrangements shall be made with
15 the court reporter taking and transcribing such deposition to separately bind such portions of
16 the transcript containing information designated as confidential, and to label such portions
17 appropriately.

18 5. Material designated as confidential under this Order, the information contained
19 therein, and any summaries, copies, abstracts, or other documents derived in whole or in part
20 from material designated as confidential (hereinafter “Confidential Material”) shall be used
21 only for the purpose of the prosecution, defense, or settlement of this action, and for no other
22 purpose.

23 6. Confidential Material produced pursuant to this Order may be disclosed or
24 made available only to the Court, to counsel for a party (including the paralegal, clerical, and
25 secretarial staff employed by such counsel), and to the “qualified persons” designated
26 below:

- (a) a party, or an officer, director, or employee of a party deemed necessary by counsel to aid in the prosecution, defense, or settlement of this action;
- (b) experts or consultants (together with their clerical staff) retained by such counsel to assist in the prosecution, defense, or settlement of this action;
- (c) court reporter(s) employed in this action;
- (d) a witness at any deposition or other proceeding in this action; and
- (e) any other person as to whom the parties in writing agree.

Prior to receiving any Confidential Material, each “qualified person” shall be provided with a copy of this Order and shall execute a nondisclosure agreement in the form of Attachment A, a copy of which shall be provided forthwith to counsel for each other party and for the parties.

7. Only qualified persons may attend depositions at which Confidential Material is used or discussed.

8. The parties may further designate certain discovery material or testimony of a highly confidential and/or proprietary nature as “CONFIDENTIAL - ATTORNEY’S EYES ONLY” (hereinafter “Attorney’s Eyes Only Material”), in the manner described in paragraphs 2 and 3 above. Attorney’s Eyes Only Material, and the information contained therein, shall be disclosed only to the Court, to counsel for the parties (including the paralegal, clerical and secretarial staff employed by such counsel), and to the “qualified persons” listed in subparagraphs 6(b) through (e) above, but shall not be disclosed to a party, or to an officer, director or employee of a party, unless otherwise agreed or ordered. If disclosure of Attorney’s Eyes Only Material is made pursuant to this paragraph, all other provisions in this order with respect to confidentiality shall also apply.

9. Nothing herein shall impose any restrictions on the use or disclosure by a party of material obtained by such party independent of discovery in this action, whether or not

1 such material is also obtained through discovery in this action, or from disclosing its own
2 Confidential Material as it deems appropriate.

3 10. If Confidential Material, including any portion of a deposition transcript
4 designated as Confidential or Attorney's Eyes Only, is included in any papers to be filed
5 with the Court, such papers shall be accompanied by an application to (a) file the
6 confidential portions thereof under seal (if such portions are segregable), or (b) file the
7 papers in their entirety under seal (if the confidential portions are not segregable). The
8 application shall be directed to the judge to whom the papers are directed. Pending the
9 ruling on the application, the papers or portions thereof subject to the sealing application
10 shall be lodged under seal.

11 11. This Order shall be without prejudice to the right of the parties (i) to bring
12 before the Court at any time the question of whether any particular document or information
13 is confidential or whether its use should be restricted or (ii) to present a motion to the Court
14 under Fed. R. Civ. P. 26(c) for a separate protective order as to any particular document or
15 information, including restrictions differing from those as specified herein. This Order shall
16 not be deemed to prejudice the parties in any way in any future application for modification
17 of this Order.

18 12. This Order is entered solely for the purpose of facilitating the exchange of
19 documents and information between the parties to this action without involving the Court
20 unnecessarily in the process. Nothing in this Order nor the production of any information or
21 document under the terms of this Order nor any proceedings pursuant to this Order shall be
22 deemed to have the effect of an admission or waiver by either party or of altering the
23 confidentiality or nonconfidentiality of any such document or information or altering any
24 existing obligation of any party or the absence thereof.

25 13. This Order shall survive the final termination of this action, to the extent that
26 the information contained in Confidential Material is not or does not become known to the
27 public, and the Court shall retain jurisdiction to resolve any dispute concerning the use of
28 information disclosed hereunder. Upon termination of this case, counsel for the parties shall

1 assemble and return to each other all documents, material and deposition transcripts
2 designated as confidential and all copies of same, or shall certify the destruction thereof.

3 IT IS SO ORDERED.

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5 DATED: April 7, 2009

A handwritten signature in dark ink, appearing to read 'Percy Anderson', written over a horizontal line.

7 Percy Anderson
8 UNITED STATES DISTRICT JUDGE
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Attachment A

Nondisclosure Agreement

I, _____, do solemnly swear that I am fully familiar with the terms of the Protective Order Concerning Confidential Information entered in Ramon Villa, et al. v. Chevy Chase Bank, F.S.B., et al., United States District Court for the Central District of California, Civil Action No. CV 08–5060 PA (RZx), and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further Order of the Court. I hereby consent to the jurisdiction of the Court for purposes of enforcing this nondisclosure agreement.

DATED:

[Name of Signator Typed]